

**Memorandum of Understanding (MOU)**  
**Mark-up of section that describes the Boston Region MPO fiduciary**

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**Text from certification review**

*Update the description of and reference to the fiduciary agent agreement, providing clear distinction between MAPC and Central Transportation Planning Staff (CTPS)*

**Text from the Boston Region MPO Memorandum of Understanding**

**D. Central Transportation Planning Staff (CTPS)**

The Central Transportation Planning Staff (“CTPS”) is the staff to the Boston Region MPO, with the primary responsibility of carrying out the Region’s 3-C process under the policy control of the Boston Region MPO. As such, CTPS’s work shall be funded through all applicable federal financing for metropolitan transportation planning under 23 USC 104(f) and 49 USC 5338(g)(1)..

Since CTPS is not an independent legal entity, the Boston Region MPO retains a fiduciary agent for all of the Boston Region MPO’s financial resources. This fiduciary agent also provides business services for a fee to CTPS in the areas of finance, human resources, procurement, and legal counsel. CTPS as staff to the MPO shall be defined legally as employees of the fiduciary agent, and as such they shall be administered according to employment policies established by CTPS leadership in cooperation with the fiduciary agent subject to applicable federal, state, and local laws and regulations and to the availability of funds.

While the Boston Region MPO retains a fiduciary agent to legally employ its staff, CTPS shall carry out its work consistent with the vision, goals, policies of the Boston Region MPO board subject to federal regulations guiding MPOs.

At any time during which the fiduciary agent is a member of the Boston Region MPO, as is the fiduciary agent, MAPC, the role and actions of the fiduciary agent are recognized as distinct from its role and actions as a policy member of the Boston Region MPO. When engaged in policy decisions for the Boston Region MPO, the fiduciary agency must act in the best interests of the Boston Region MPO and its members.

The Boston Region MPO shall indemnify and hold the fiduciary agent harmless from liabilities occurring out of actions taken under its normal administration of the Boston Region MPO’s activities. The Boston Region MPO and the fiduciary agent shall enter into an agreement detailing the financial and legal obligations of each party as determined by the Boston Region

MPO. CTPS and the fiduciary agent shall mutually develop and maintain an administrative appendix to this agreement detailing the financial, human resources, procurement, and legal services to be provided to CTPS by the fiduciary agent.

As long as the requirements of the 3-C process are being met per applicable rules for metropolitan planning funds, CTPS may carry out additional work funded by other parties with additional resources. All work undertaken for the Boston Region MPO shall be in an approved UPWP, regardless of whether additional resources to fund that work are subject to federal rules governing metropolitan planning funds. All work not subject to federal rules governing metropolitan planning funds must be approved by the Boston Region MPO for inclusion in the UPWP if the level of effort meets the threshold mutually agreed upon by the chair and vice-chair. The Boston Region MPO shall approve such requests provided it determines that: 1) CTPS has sufficient resources to complete such work in a capable and timely manner; and 2) by undertaking such work, CTPS neither delays completion nor reduces the quality of other work in the UPWP.